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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNI-SCREW EUROPE BV,

Plaintiff,

v.

**UNISCREW WORLDWIDE, INC. and
STEWART TIPPING,**

Defendants.

No. 07 CV 7033 (PKC)(AJP)

PROPOSED DEFAULT JUDGMENT

PKC

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DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 8/7/08

This action having been commenced by Plaintiff Uni-Screw Europe BV (“Plaintiff” or “BV”) on August 6, 2007 by the filing of the Summons and Complaint and a copy of the Summons and Complaint having been served on defendant Uniscrew Worldwide, Inc. (“Defendant” or “Worldwide”) on August 9, 2007, and Defendant *(and the Court has conducted an inquest on August 7, 2008* having failed to plead or otherwise defend in this action) *(and having heard the testimony of Frank Romeyn,*

IT IS ORDERED, ADJUDGED AND DECREED that the Judgment by default on the claims alleged against Defendant by BV be entered against Defendant, and in particular that:

1. this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1332;
2. venue is proper in this judicial district pursuant to 28 U.S.C. §1391(a)(3);
3. this Court has personal jurisdiction over Plaintiff and Defendant;
4. all of BV’s allegations against Defendant as set forth in the Complaint are deemed true;
5. Defendant has breached the License Agreement (the “Agreement,” see Docket Entry dated August 16, 2007 (filed under seal)) by virtue of the following:

i. Defendant never delivered to BV the Production Suitcase, as required by ¶

2b(iii) of the Agreement; and

ii. Defendant never developed, created nor delivered to BV the Handbook or
the Manual as required by ¶ 19 of the Agreement.

6. Defendant has breached its representations and warranties contained in the
Agreement by virtue of the fact that it had not licensed manufacturers capable of
providing Sellable Products to BV and/or its designated representatives by no later
than a date since passed.

7. Defendant has breached the implied covenant of good faith and fair dealing
implicit in the Agreement by virtue of its failure to procure, obtain, maintain and/or
enforce the intellectual property rights that are the subject of the Agreement.

8. By virtue of the breaches described above, coupled with Defendant's
knowledge of BV's contractual relationships with various customers for the
licensing of the right to promote, sell and distribute Uni-Screw® fasteners and Uni-
Screw®-related products throughout Europe, Defendant has tortiously interfered
with BV's contractual relations.

9. By virtue of the breaches described above, coupled with Defendant's
knowledge of BV's business relationships with existing and prospective customers
for the licensing of the right to promote, sell and distribute Uni-Screw® fasteners
and Uni-Screw®-related products throughout Europe, Defendant has tortiously
interfered with BV's prospective business relations.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant is jointly and severally liable to Plaintiff for damages in the amount of \$1,458,765 with post-judgment interest from the date of entry of this Judgment; *PKC*

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants are jointly and severally liable to Plaintiff for costs, disbursements, and attorneys fees, in an amount of \$55,598.79 together with post-judgment interest from the date of entry of this Judgment. *PKC*

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

- a) this Court shall retain jurisdiction for the limited purpose of enforcement of this Judgment, as may be necessary; and that
- b) the Clerk of this Court shall enter this Judgment forthwith.

SO ORDERED, this 7th day of August, 2008.



UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF NEW YORK